

Hardy King
501 Doncaster Drive
Irmo, SC 29063

April 20, 2021

VIA EMAIL

Jerisha Dukes, Esquire
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: Hardy King v. Dominion Energy South Carolina, Inc.
Response to the "Motion to Dismiss and Answer of Dominion Energy
South Carolina, Inc. dated April 13, 2021"
Docket No. 2021- 111-E1

Dear Ms. Dukes:

I wanted to respond to a couple statements made by Matthew Gissendanner, Senior Counsel for Dominion Energy, in his April 13, 2021 Motion to Dismiss my complaint:

On page 2, paragraph 3, he states according to Commission Regulation 103-440(6) that the regulation provides that DESC "**shall** recover the deficient amount". What was left out of that statement was "If the gas utility has undercharged any customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any human or machine error, except as provided in 1 and 2 of this rule above, then the gas utility shall recover the deficient amount as provided as follows:"

Section 1 and 2 of this rule above which would be 103-440(1)(b) "In the event that the meter so tested is found to have an error in registration of more than two percent, the bill shall be increased or decreased accordingly, if the time at which the error first developed or occurred can be definitely determined. If such time cannot be determined, such correction shall not be made for more than six months."

Since SCEG/Dominion employee knocked on my door and told me they were replacing my faulty meter, I am not aware at this time or at that time, whether it was tested or not, but they did claim it was faulty. And according to the bill which they sent to the PSC, it appears that the meter had been slow reading for months and according to them in their Motion to Dismiss at least 12 months of slow reading. So based on my interpretation of 103-440, they should have only been allowed to charge me for 6 months, not 12.

According to 103-440(6)(c), "The customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount." Again, according to my understanding Dominion should have allowed me to make 12 monthly

payments to pay the deficiency instead of them taking the payment out of my surplus which had occurred due to me paying \$20 every month, instead of the \$10 that they calculated at the time of the last equal payment plan adjustment.

I would also like to address page 5, last paragraph "DESC avers that, during his conversations with Ms. Hux, that Mr. King stated that he knew that his natural gas meter was not functioning properly but that he did not notify DESC because it was the utility's responsibility to identify the problem and correct it. If Mr. King did in fact have "knowledge of being undercharged without notifying the gas utility as such," then DESC would be entitled by Commission Regulation 103-440(4)(a).

In one part of that statement "DESC is avering that I stated that I knew that the meter was not functioning properly. That is a false statement, and I notice that Ms. Hux did not make that statement, nor did she aver that I made that statement, and then later it is stated that "if Mr. King did in fact have knowledge" basically admitting that they do not have factual statement by me making such a statement. If they did, Ms. Hux would have said it, and they would be stating it as fact, not alleging it. I never knew the meter was faulty until they knocked on the door and told me they were going to replace it.

And by the way, the first notification I got from Dominion said that I owed them \$117.50. When I made the numerous phone calls as stated originally in my complaint, and spoke to numerous people as stated in my original complaint, and was told multiple times that they would look into it and call me back, which they never did for the majority of the calls, and after speaking to Ms. Hux multiple times, and multiple times asking how they determined the \$117.50 and what was the per therm rate that they used, and being told by Ms. Hux that all I needed to do was look at my multiple months of past bills and determine it myself, which I continued to request what documentation or computer generated report as to how they determined the \$117.50, they finally sent me the report that showed how they estimated the 12 month period and the per therm rate and the amount of \$112.86.

On Page 9, fourth paragraph, 2nd sentence "DESC denies that Mr. King was offered about \$100 in credit; rather Ms. Bennett advised Mr. King that she had spoken to Dannielle Racine who advised that the bill may be around the amount of \$100 but that this was not a definite amount." I still stick by my previous statement in my complaint that the one lady I spoke to was going to try and get a credit in the amount of \$100. The bill was already about \$100 (\$117.50).

As stated above, I think I am entitled to a refund of 6 months of the adjustment which probably equates to something in the range of \$57-67.00 range as requested in my original complaint.

I respectfully request that my complaint be heard, and not be dismissed.

Sincerely,

Hardy King
Docket No. 2021-111-E